



**TRIATHLON SWIMMING TRAINING PERMIT
and RELEASE AND INDEMNITY AGREEMENT**

Effective May 1 to Sept 30, of year listed below

IN CONSIDERATION of Waukesha County (which, in this document, includes the County, all of its employees, and all of its boards, commissions, department and employees and members thereof) permitting me to swim outside the designated roped-in swimming area in the Lake in Menomonee Park, located at W220 N7884 Townline Road, Menomonee Falls, WI and the Lake in Fox Brook Park, located at 2925 North Barker Road, Brookfield, WI for the purpose of triathlon swimming training, I hereby:

1. Agree to the following conditions while participating in triathlon swimming training outside the designated roped-in area:

- ☐ Swim only during the daylight hours - Sunrise to Sunset.
- ☐ Have at least one adult age 18 years or older accompanying me in the water at all times, who is either in a watercraft **or** swimming alongside of me. The person accompanying me must:
 - If in a watercraft, comply with all watercraft regulations, including the use of required PFD and possession of rescue equipment (either a rescue tube or open water swim buoy).
 - If swimming, possess rescue equipment (either a rescue tube or open water swim buoy)
- ☐ Display a copy of this permit upon request of Park System staff
- ☐ Check in with Head Lifeguard upon arrival for swimming training (if beach is open). Head Lifeguard reserves the right to deny swimming training.
- ☐ Access the lake from the designated watercraft access area.
- ☐ Agree to suspend swimming training in the event of severe weather (eg. thunder, lightning) and not re-enter the water until at least 30 minutes after the most recent thunder sound or lightning strike.
- ☐ Agree to suspend swimming training upon closure of beach area due to Water Quality.
- ☐ Agree that Park System Staff may revoke my permit at any time if conditions are violated.

2. Release and discharge Waukesha County from any and all liability to me, my heirs and assigns, for any and all loss, injury, or damage, from whatever cause, which I may suffer or sustain to my person or property and which is in any way related to my use of Menomonee Park and Fox Brook Park pursuant to this permit. I understand that the purpose and intent of this release and discharge is to prevent me, my heirs and assigns, from recovering any money from Waukesha County where such loss, injury or damage resulted from or was caused by any cause other than the gross negligence or willful misconduct of Waukesha County, including but not limited to those caused by others within the park, maintenance of the Lakes and other property and conditions within the park, warnings, hazards, dangers and rescue attempts.

3. Will hold harmless, indemnify and defend Waukesha County from and against any loss, damage, cost and expense, including attorney fees, that Waukesha County may suffer or incur due to any claims, demands, legal proceedings or judgments against it, brought by or on behalf of anyone, including but not limited to relatives of mine or other third-parties, as the result, in whole or in part, of any act or failure to act by Waukesha County, including but not limited to such as described in the preceding paragraph, arising from or in any way related to my triathlon training activities in within Menomonee Park and Fox Brook Park. I understand that the purpose and intent of this paragraph in to require that if third-party seeks money from Waukesha County and that recovery is in any way related to my triathlon training activities within Menomonee Park and Fox Brook Park, then I will pay any monetary loss, cost or expense Waukesha County incurs or is held liable for.

4. Waukesha County and I intend and agree that this Release and Indemnity Agreement be as broad and inclusive as possible in order to afford complete protection, from any type of loss, to Waukesha County, and that if any portion of this Agreement be found invalid, the remaining portions continue in full force and effect.

NAME PRINTED _____

SIGNATURE _____

ADDRESS _____

CITY _____ ZIP _____

DATE _____

We, the undersigned parent of _____
a minor age _____, do hereby consent to such minor
participating in such activity and agree to all conditions stated
above.

PARENT SIGNATURE _____

MINOR SIGNATURE _____

If permit is completed at the park, two copies should be signed and one retained by permittee